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NEW DELHI, SATURDAY, JUNE 10, 1967 (JYAISTHA 20, 1889)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह भलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं
Advertisements and Notices by Private Individuals and Private Bodies

THE HYDERABAD OILS & SEEDS EXCHANGE LTD.

Kishengunj, Hyderabad-A.P.

N.T.S.D. CONTRACT BYE-LAWS (CONTD)

No. 19.—Notwithstanding bye-law 5, an n.t.s.d. contract genuinely entered into under the indent system of business may run for a period exceeding the delivery period for which n.t.s.d. contracts may have been permitted by the Commission under bye-law 5, subject to the condition that :

(a) the seller under the contract has placed a firm indent with the railway authorities for a tank wagon or a bogey wagon within a period of seven days from the date of contracts; and

(b) it has not been possible to complete delivery before the expiry of the period for which contract are permitted by the commission, solely because of failure on the part of the railways to supply the wagons in due time.

Contracts under the indent system thus permitted shall not be deemed to have become invalid on the expiry of the period for which n.t.s.d. contract have been permitted under bye-law 5.

20. The buyer shall make 90% of the payment to the seller against the delivery of goods and the balance amount of 10% shall be paid within 5 days thereafter.

21. The unloading expenses at the buyer's godown while delivering the goods shall be borne by the seller at the rate of Rs. 1.75 per tonne or part thereof while all other expenses and charges shall be borne by the buyer.

22. In the event of any dispute with regard to quality or specification of the goods delivered, the buyer shall send his objection in writing to the Exchange within 3

days of delivery of the goods and shall deposit the balance amount of 10% of the value of the goods with the exchange within five days of the date of delivery.

23. In case of objection by the buyer with regard to quality or specification of the goods, the sample thereof shall be drawn as per the bye-laws of the Exchange and sealed and sent to the Exchange with such charges as may be fixed by the Board.

24. In the event of the buyer, raising objection that the goods in question are untenderable and liable to rejection, the seller shall report the matter to the Exchange. The Board shall appoint a standing sub-committee at the beginning of every year to inspect such goods and give a decision which shall be final and binding on both the parties.

In case the sub-committee is of the opinion that the goods in question are rejectable, the sample shall be drawn and sealed before the sub-committee and sent to the Exchange by the seller for obtaining the analysis report to the Exchange by the seller for obtaining the analysis report after paying the charges fixed therefor by the board. The seller shall take back the goods at his own expense.

25. If the analysis report is in favour of the seller and the goods are found tenderable, the buyer shall take delivery from the seller's godown at his cost and the buyer shall pay the following expenses to the seller :—

(a) The cost of transport, loading and unloading charges of the rejected goods by the buyer at the time of first tender which shall be at the rate of Rs. 10/- per tonne or part thereof.

(b) Rent at the rate of Rs. 2/- per tonne or part thereof per day for the first week and thereafter at the rate of Re. 1/- per day per tonne or part thereof from the date of rejection of the goods by the buyer.

(c) Interest at the rate of Rs. 10/- on the net value of the goods from the date of rejection till the date of payment.

26. If in the opinion of the sub-committee the goods are tenderable, the buyer must take delivery and draw the samples as per rules and keep the objectionable goods in his godown and pay 90% to the seller.

27. If the analysis report is in favour of the buyer, the seller shall once be allowed to replace the goods within 24 hours at his own cost and pay additional expenses to the buyer as follows.

- (a) A penalty of 40 paise per 10 kg.
- (b) Interest at the rate of 10% on actual payments made against the goods from the date of payment till the date of replacement.
- (c) Godown rent at the rate of Rs. 2/- per tonne or part thereof per day or the first week and thereafter at the rate of Re. 1/- per day per tonne or part thereof from the date of rejection of the goods by the buyer.

28. Every member shall pay to the Exchange a laga on every purchase or sale under n.t.s.d. contract inclusive of contract entered into by him on behalf of his constituents (whether member of the Exchange or not) at the rate of Re. 1/- per transaction of purchase or sale of one tonne provided that the board may change the rate of laga from time to time with the concurrence of Forward Markets Commission.

29. The schedule of brokerage to be paid to the brokers shall be decided by the Board from time to time.

FORM FOR NON-TRANSFERABLE SPECIFIC DELIVERY CONTRACTS FOR G.N. OIL

No.

Date.

Non-transferable specific delivery contract between.....and in respect of..... metric tonnes of groundnut oil.

I/We.....(herein after called the sellers) have this day sold to the buyers mentioned below and I/We.....(hereinafter called the buyers) have this day bought from the sellers above named the under-mentioned goods as per terms and conditions mentioned below :

- (i) Groundnut oil.....metric tonnes/barrels at Rs. per 10 kg. net weight only..... per cent more or less.
- (ii) Quality specification.....
- (iii) Delivery date.....
- (iv) Source of oil.....
- (v) Payment, quality allowances, etc. as per the bye-laws of Exchange.
- (vi) Delivery Centre.....
- (vii) Special terms, if any, not repugnant to the terms and conditions of the bye-laws of the Exchange.
- (viii) Brokerage/commission.
- (ix) Remarks.....

SOME IMPORTANT TERMS

1. This contract is a non-transferable specific delivery contract. The rights and liabilities of the parties to this contract shall not be transferable and like-wise any delivery order, railway, bill of lading warehouse receipt or any other document or title relating to this contract or the rights and liabilities in respect thereof shall not be transferable.

2. All the disputes and differences (including quality of goods) in connection with this contract shall be settled according to arbitration under the bye-laws of the Hyderabad Oils and Seeds Exchange Ltd.

3. This contract shall not be cancelled or settled except as provided in the bye-laws of the Exchange.

4. This contract is entered into subject to the bye-laws in force from time to time of the Hyderabad Oils and Seeds Exchange Ltd. of which the parties admit that they have knowledge and notice.

Buyers' Signature

Broker/commission agent.

Seller's Signature.

1. Strike out whatever is not applicable.
2. One signed copy of this contract must be sent to the office of the Exchange within 2 days.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Manager of Publications

CHANGE OF NAMES

I, hitherto known as "Mrs" SAROJINI SHUKLA daughter of Shri VISHWA NATH SHUKLA, employed as Telephone Operator in A.E. Trunks, residing at 38/122, Purbia Mohal, Kanpur, have changed my name and shall hereafter be known as "Miss" SAROJINI SHUKLA.

It is certified that I have complied with other legal requirements in this connection.

(Mrs.) SAROJINI SHUKLA
(Sd. in existing name)

I, hitherto known as SAMBHU KINKAR PANDA, son of Late ADAR GOPAL PANDA, employed as Jr. Accountant in the Office of FA & CAO, S.E. Railway, Calcutta-43, residing at Chandipur, P.S. Rampurhat, Dist. Birbhum, West Bengal, have changed my name and shall hereafter be known as SAMBHU KINKAR CHATTERJEE.

It is certified that I have complied with other legal requirements in this connection.

SAMBHU KINKAR PANDA
(Sd. in existing name)

I, hitherto known as RAM ASREY LAL SHARMA, son of Shri SHIV CHARAN LAL, employed as L.D.C. Ty. in HQ CWE Kumaon Hills (MES) 68, New Road.

Bareilly, residing at C/o Lala Rani Pratap, Madari Darwaza, Bareilly, have changed my name and shall hereafter be known as RAM ASREY LAJ.

It is certified that I have complied with other legal requirements in this connection.

RAM ASREY LAJ.

I, hitherto known as PROMOTHO NATH NASKAR, son of Shri KISHORI MOHAN NASKAR, employed as Turner in LMS/CLW/CHITTARANJAN, residing at St. No. 52 Qrs. No. B/6A Chittaranjan, have changed my name and shall hereafter be known as PROMOTHO NATH ROY.

It is certified that I have complied with other legal requirements in this connection.

PROMOTHO NATH NASKAR
(Sd. in existing name)

I, hitherto known as BHUPENDRA M. TAILOR, son of Shri MOTILAL KALIDAS TAILOR, employed as Clerk in The Union Bank of India Ltd., residing at C/o S. R. Kapadia, National Hostel, 3rd Floor, Zaobawadi Thakurdwar, Bombay, have changed my name and shall hereafter be known as BHUPENDRA M. KAPADIA.

It is certified that I have complied with other legal requirements in this connection.

BHUPENDRA M. TAILOR
(Sd. in existing name)

I, hitherto known as DEV RAJ MAHEY, son of Shri RAJ MAL, employed as Sorter in R.M.S., Jullundur, residing at Jullundur city, have changed my name and shall hereafter be known as DEV RAJ MHEY.

It is certified that I have complied with other legal requirements in this connection.

DEV RAJ MAHEY
(Sd. in existing name)

I, hitherto known as KALI PADA LALA, son of Shri KUNJA BEHARI LALA, employed as Tool Setter 'C' in S.M. Section, Ordnance Factory, Kanpur, residing at Qtr. No. G-II/192, Armapore Estate, Kanpur, have changed my name and shall hereafter be known as KALI PADA ROY.

It is certified that I have complied with other legal requirements in this connection.

KALI PADA LALA
(Sd. in existing name)

I, hitherto known as Shri N. GOPALAKRISHNAN ACHARI, son of Shri K. NARAYANAN, employed as Stenographer, in Income-tax Appellate Tribunal, Bombay-1, residing at 45/19, I.N.D. Colony, Bhandup, Bombay-78, have changed my name and shall hereafter be known as Shri N. GOPALAKRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

N. GOPALAKRISHNAN ACHARI
(Sd. in existing name)

IN THE HIGH COURT OF DELHI
AT SIMLA

Original Jurisdiction

IN THE MATTER OF the Companies Act, 1956
AND

IN THE MATTER OF Associated Hotels of India Ltd.
Company Petition No. 2 of 1967

Associated Hotels of India Limited—Petitioner

Notice of hearing of Petition

Notice is hereby given that a Petition was on the 3rd day of April 1967, presented to the Court by the above-named Company, to confirm the alteration of the Memorandum of Association of the said Company resolved on by a special resolution of the Company passed at the General Meeting of the said Company held on the 6th July 1964, as follows :

"RESOLVED that subject to the provisions of Section 17 of the Companies Act, 1956, the Registered Office of the Company be transferred from Cecil Hotel Annexe, Simla, to the State of West Bengal to be situated at 17, Chowringhee, Calcutta, and the words "in the Punjab" in Clause 2 of the Memorandum of Association of the Company be altered to the words "in the State of West Bengal".

And notice is further given that the said petition is directed to be heard before the Court on 4th day of July, 1967, and any person interested in the said Company as a debenture-holder, a creditor or member thereof or otherwise, who wishes to oppose the making of an order confirming the said alteration should give notice of his intention and the grounds of his objection in writing to the undersigned so as to reach him not later than the 2nd day of July 1967, and should appear at the time of the hearing in person or by an Advocate when he will be heard. A copy of the said Petition will be furnished by the undersigned to any such person requiring it on payment of the prescribed charges for the same.

Dated 29th day of May 1967.

SHANKAR NATH

Rock Point

Simla-1

Advocate for the Company

The seal of the Delhi High Court,
Himachal Bench

NOTICE UNDER SECTION 495 of the Cos Act

*In the matter of Hoshiarpur Wholesale Cloth Merchants
Syndicate P. Ltd., Hoshiarpur.*

Notice is hereby given that Shri Kishan Singh, s/o Shri Lajpat Rai, Income Tax Practitioner, the Mall, Hoshiarpur, was duly appointed Voluntary Liquidator in an extraordinary general meeting of the company held on the 29th April 1967 at the registered office of the Company.

By order of the Board of Directors

(Sd.) ILLEGIBLE

Director.

Dated 29-4-1967

Form No. 151

(See Rule 315)

The Companies Act, 1956

MEMBERS VOLUNTARY WINDING

Notice of appointment of Liquidator pursuant to

Section 516

Name of the company: Hoshiarpur Wholesale Cloth Merchants Syndicate P Ltd., Hoshiarpur.

Nature of business: Cloth dealers.

Registered office of Company: Court Road, Hoshiarpur.

Name & address of Liquidator: Kishan Singh, s/o L. Lajpat Rai, Income Tax Practitioner, The Mall Road, Hoshiarpur

Date of appointment: 29th April, 1967.

By whom appointed: Extraordinary general meeting of the members of the company.

KISHAN SINGH
Liquidator.

Dated 29-4-1967

As provided in the Act the following have been appointed the members of the inspection committee.

1. Sh. Sunder Singh
2. Sh. R. P. Sharma
3. Sh. Charan Dass
4. Sh. Ram Saran Dass
5. Sh. Vishnu Dutts Vasson.

SH. TARLOCHAN SINGH
(Voluntary Liquidator)
Delhi Benefit Chit Fund (Pvt.) Ltd.
New Delhi

FORM No. 151

Companies Act, 1956

Members' (or Creditors) Voluntary Winding-up

Notice of appointment of liquidator pursuant to Section
516

Name of company.—Delhi Benefit Chit Fund (P), Ltd.

Nature of business.—Chit Fund.

Address of Registered Office.—900 Chandiwala Paharganj, New Delhi.

Name(s) and address(es) of Liquidator(s).—Tarlochan Singh, 777 Gali Dorwali, Paharganj, New Delhi.

Date of appointment.—20-5-67.

By whom appointed.—Creditors.

(Sd.) ILLEGIBLE
Vol. Liquidator

FORM No. 151

(See Rule 315)

Companies Act, 1956

Members' Voluntary Winding up

Notice of appointment of liquidator pursuant to Section
516

Name of Company.—The Gourepore Electric Supply Company, Limited (In Members' Voluntary Liquidation).

Nature of business.—Investment Company.

Address of Registered Office.—2, Fairlie Place, Calcutta-1.

Name and addresses of Liquidators.—Mr. Radha Krishen and Mr. Rabindra Nath Basak both of 2, Fairlie Place, Calcutta-1.

Date of Appointment.—24 May, 1967.

By whom Appointed.—Appointed by a Special Resolution passed by the Shareholders at an Extraordinary General Meeting held on 24th May, 1967.

R. KRISHEN
R. N. BASAK
Liquidators

2, Fairlie Place,

Calcutta-1, 26h May, 1967.